

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF 1 46 PAGES
2. CONTRACT NO.	3. SOLICITATION NO. DTFASO-10-R-00135	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 6/29/10	6. REQUISITION/PURCHASE NO. N/A
7. ISSUED BY DOT/FEDERAL AVIATION ADMINISTRATION SOUTHERN REGION, ASO-52 1701 COLUMBIA AVENUE COLLEGE PARK, GEORGIA 30337		8. ADDRESS OFFER TO (If other than Item 7)			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION9. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in ROOM 405 until 4:30PM (Hour) local time 7/27/10 (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME EDDIE WRIGHT, JR.	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 404-305-5760
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 42.215-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
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14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NO. (Include area code) (404) 305-	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION SEE SYSTEM GENERATED AWARD DOCUMENT
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)
24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE FAA/MMAC, AMZ - 110 - SO PO BOX 25710, OK CITY, OK	
26. NAME OF CONTRACTING OFFICER (Type or print) EDDIE WRIGHT, JR.	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

PART 1 - SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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Standard Form 33 DTFASO-05-R-00031

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46 Pages

NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	Unit Price	AMOUNT
	SCHEDULE OF BID ITEMS				
	Janitorial Services				
	Lexington ATCT Lexington, KY				
0001	BASIC PERIOD; JANITORIAL SERVICE, OCTOBER 1, 2010, THROUGH SEPTEMBER 30, 2011.	12	MO	\$ _____	\$ _____
0002	OPTION YEAR 1; JANITORIAL SERVICE, OCTOBER 1, 2011, THROUGH SEPTEMBER 30, 2012.	12	MO	\$ _____	\$ _____
0003	OPTION YEAR 2; JANITORIAL SERVICE, OCTOBER 1, 2012, THROUGH SEPTEMBER 30, 2013.	12	MO	\$ _____	\$ _____
0004	OPTION YEAR 3, JANITORIAL SERVICE, OCTOBER 1, 2013, THROUGH SEPTEMBER 30, 2014.	12	MO	\$ _____	\$ _____
0005	OPTION YEAR 4, JANITORIAL SERVICE, OCTOBER 1, 2014, THROUGH SEPTEMBER 30, 2015.	12	MO	\$ _____	\$ _____
	TOTAL AMOUNT				\$ _____

PART I - SECTION C
SCOPE OF WORK

Specifications

Janitorial Specifications, Air Traffic Control Tower and System Service Center
4051 Terminal Drive
Lexington, KY 40510-9678

(Attachment # 1)

**JANITORIAL SPECIFICATIONS
AIR TRAFFIC CONTROL TOWER
AND
SYSTEM SERVICE CENTER
LEXINGTON KENTUCKY**

SECTION C-1

GENERAL

1.1 SCOPE OF WORK. The Contractor shall provide all personnel, equipment, tools, materials, supervision, and services necessary to perform custodial services as specified in contract for services at the Air Traffic Control Tower (ATCT) and System Service Center (SSC) Lexington, Kentucky. The Contractor shall perform to the standards in this contract. The Contractor shall provide a square-foot price for any deletions or additions to this contract during the base year and four option years.

The Contractor shall schedule and perform 100% of the work at frequencies listed in the Task and Frequency Charts, plus any other related services designated herein. The standards defined and the frequencies listed in the Task and Frequency Charts are the minimum standards and frequencies that must be maintained.

1.2 PERSONNEL.

1.2.1. Contract Manager. The Contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate(s) who shall act for the Contractor when the manager is absent shall be designated in writing to the contracting officer prior to contract start date. The manager shall not rely on the Contracting Officer Representative (COR) to remind him/her of reports, schedules, etc. that are due. Both managers shall be certified as to qualifications in the knowledge and the safe use of chemicals, cleaning compounds, and equipment operation.

1.2.1.1. The contract manager or alternate shall have full authority to act for the Contractor on all contract matters relating to daily operation of this contract.

1.2.1.2. The contract manager or alternate shall be available during normal FAA duty hours (8:00 a.m. to 5:30 p.m.) within a reasonable time to meet on the installation with Government personnel designated by the contracting officer to discuss problem areas. After normal duty hours (10:00 a.m. to 2:00 p.m., Saturday and Sunday) the manager or designated alternate shall be available within a reasonable time.

1.2.2. Employees. The Government reserves the right to restrict the employment of any Contractor employee, or prospective Contractor employee, who is identified as a potential threat to the health, safety, security, general well being, or operational mission of the

installation and its population.

1.2.2.1. Contractor personnel shall present a neat appearance and be easily recognized. This may be accomplished by wearing distinctive clothing bearing the name of the company or by wearing appropriate badges, which contain the company name and employee name.

1.2.2.2. The Contractor shall not employ any person who is an employee of the United States Government if the employment of that person would create a conflict of interest.

1.2.2.3. The absence of Contractor employees at any time shall not constitute an excuse for nonperformance of required duties under this contract.

1.2.2.4. The Contractor and his employees shall be subject to all rules and regulations relative to entering and leaving the facility.

1.2.2.5. All employees shall be physically able to do their assigned work and shall be free of communicable diseases.

1.2.2.6. Contractor's employees shall not disturb papers on desks, open desk drawers or cabinets, or use telephones, copy machines, or other equipment provided for official Government use.

1.2.2.7. Contractor employees shall report fires and hazardous conditions to the COR, or alternate COR. Items in need of repair, such as dead lights, leaky faucets, toilet stoppages, etc., shall be reported to the COR.

1.2.2.8. If employees discover open safes, they should report that to the COR, or alternate COR.

1.2.3 Security Requirements. Before the contractor can hire anyone to work under this contract, the operator and each person requesting a position under this contract shall submit to the Contracting Officer a records and identification inquiry police report for arrest warrants within Fayette County from the Sheriff's office. This will be at the operator or employee's expense. The report must be annotated with the statement "**NO WARRANTS**" before each person will be authorized admittance unto the FAA facility property, or hired for any position under this contract. In adherence to the ASO-700 memorandum, dated February 5, 1999, Procedures of Issuance of Contractor Identification, the contractor personnel engaged in work under this contract shall execute and submit to the COR a properly completed DOT F 1681, Identification Card/Credential Application, SF-85P, Questionnaire for Public Trust Positions and two sets of FD-258, Fingerprint Cards. The COR will be responsible for notifying ASO-711 of any subsequent changes, deletions or additions. These forms are available from the Personnel Security Specialist in ASO-711.2

1.2.3.1. Employees without properly executed forms will not be allowed to work at the facility.

1.2.3.2. The contractor and contract employees shall be subject to all rules and regulations relative to entering and leaving these facilities and to parking in authorized parking spaces. The contractor shall become familiar with the difficulties involved with the cleaning of secure areas in the buildings covered by this contract. When cleaning is scheduled in secure areas janitorial personnel will be expected to contact Manager, Lexington SSC for access. The contractor is responsible for locking secure areas after cleaning and for the return of keys to their proper storage place.

1.2.4 Badges. All janitorial employees will wear FAA security badges above the waist, on the front of the body, and on outermost clothing at all times. It is the responsibility of the janitorial employee to notify the COR of a lost badge. A replacement badge can only be approved by the COR. The COR will notify the appropriate party to issue a replacement badge. The retrieval of the lost badge is the responsibility of the contractor and shall be returned to the COR. This is required to assure that unauthorized persons do not use the badge for access to this facility.

1.2.5 Training. The Contractor is responsible for training all individuals as they are hired on the correct cleaning and disinfecting procedures accepted by the custodial profession as written in professional publications, periodicals, trade magazines, etc. Copies of completed training records shall be forwarded to the COR within 5 days of beginning employment and quarterly (January, April, July, October) for all employees. As a minimum, this training shall include:

1.2.5.1. Training all employees in the use of Material Safety Data Sheets (MSDS), how to recognize hazards, personal protection, labels, etc., as required by the OSHA Hazard Communication Standard, 1910.1200. Contractor shall maintain a Material Safety Data Sheet Log on site as required by FAA Acquisition Management System Clauses 3.6.3-3 Hazardous Material Identification and Material Safety Data. A copy of each MSDS sheet shall be given to the COR and a list of each chemical being used on site by the Contractor shall be given to the COR.

1.2.5.2. Safe methods and proper dilution of chemicals to retain the integrity of the Environmental Protection Agency standards for germicidal disinfectants.

1.3 QUALITY CONTROL.

1.3.1 Quality Control Plan. The Contractor shall establish and maintain a complete Quality Control Plan to ensure the requirements of the contract are provided as specified. One copy of the Contractor's Quality Control Plan shall be provided to the Contracting Officer/COR not later than the pre-performance conference. An updated copy must be provided the Contracting Officer/COR on the contract start date and as changes occur. The plan shall include:

1.3.3.1. A work scheduling system based on the services indicated in the task and frequency charts for cleaning and the indicated time frames shown in the remark column. The schedule shall show by building and area, the day and shift when tasks will be accomplished. The Contractor shall comply with the submitted schedules as approved by the Contracting Officer/COR.

1.3.1.2. An inspection system covering all the services listed on the Frequency Task Chart. It must specify the areas to be inspected on both a scheduled or unscheduled basis, how often inspections will be accomplished, and the title of the individual(s) who will perform the inspection.

1.3.1.3. The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.

1.3.1.4. Records of all inspections conducted by the Contractor and necessary corrective action taken. This documentation shall be made available to the Government during the term of the contract.

1.3.1.5. Step-by-step procedures for proper cleaning of restrooms, showers, and locker rooms to prevent the spread of infectious and contagious diseases.

1.3.1.6. Correct floor care procedures for floor maintenance and carpet maintenance performed by personnel.

1.4 PHYSICAL SECURITY. The Contractor shall be responsible for safeguarding all Government property provided for Contractor use. At the close of each work period, Government facilities, equipment, and materials shall be secured.

1.4.1. Key Control. The Contractor shall implement methods of assuring that all keys issued to the Contractor's employees by the Government are not lost or misplaced and are not used by unauthorized persons.

1.4.1.1. The Contractor shall report the loss of any keys to the Contracting Officer/COR immediately.

1.4.1.2. In the event keys, other than master keys, are lost or duplicated, the Contractor will be required, upon direction of the Contracting Officer/COR, to re-key or replace the affected lock or locks; however, the Government, at its option, may replace the affected lock or locks or perform re-keying. When the Government, the total cost of re-keying or the replacement of the lock, performs the replacement of locks or re-keying or locks shall be deducted from the monthly payment due the Contractor. In the event a master key is lost or duplicated, the Government shall replace all locks and keys for that system and the total cost deducted from the monthly payment due.

1.4.1.3. Contractor personnel cannot loan keys and are responsible for seeing that they are used only in an authorized way. It is the responsibility of the Contractor to prohibit the opening of locked areas by the Contractor's employees to permit entrance of persons other than the Contractor's employees engaged in the performance of assigned work in those areas.

1.4.1.4. Keys are to be checked out only to personnel approved by the COR. Final payment will be withheld until all keys have been returned as verified by the COR.

1.4.2. Lock Combinations. The Contractor is not authorized to provide lock combinations to anyone else without the authority of the COR.

1.5 HOURS OF OPERATION. The Air Traffic Control Tower is in operation 24 hours per day, seven days a week, 365/366 days per year, including Federal holidays. The Contractor will have at least one employee working on the premises during normal administrative hours, 7:00 a.m. through 5:30 p.m. Monday through Friday, and more where required to satisfactorily meet all contract requirements. In many cases, the hours when services are to be performed are shown elsewhere in this contract. Where no hours are shown, performance shall be at times mutually acceptable to the Contractor and the COR; however, cleaning operations are not to interfere with the normal operations of the Lexington ATCT. The cleaning of the tower shades area shall be performed Saturday, during the hours of 9:30 a.m. through 11:00 a.m. or Sunday 5:30 p.m. through 7:00 p.m. The tower cab cleaning shall be performed during the hours of 7:00 a.m. through 5:30 p.m. The Tower Console shall be cleaned with the coordination of Air Traffic Supervisor on duty.

1.5.1. Recognized Holidays. Holidays observed by Government employees during the term of this contract are as follows:

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
President's Day	Columbus Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day

1.5.2. Specified hours of performance are not shown for some of the services required in this contract. Such work is to be accomplished at times approved by the COR to ensure that there is no conflict with Air Traffic Control Tower operations.

1.6 CONSERVATION OF UTILITIES. The Contractor shall instruct employees in utilities conservation practices. The Contractor shall be responsible for operating under conditions, which conserve utilities and shall include the following:

1.6.1. Lights shall be used only in areas where and when work is actually being performed.

1.6.2. The workers shall not adjust mechanical equipment controls for heating, ventilation, and air conditioning systems.

1.6.3. Water faucets or valves shall be turned off after the required usage has been accomplished.

1.7 LOST AND FOUND PROPERTY. It is the responsibility of the Contractor to ensure that all items of possible personal or monetary value found by the Contractor's employees are turned in to the COR.

1.8 FLOOR COVERINGS. Floor coverings vary and include, but are not limited to, vinyl tile, rubber tile, ceramic tile, composition tile, parquet, concrete, carpet, and raised carpet tiles with cable underneath. The Contractor shall be responsible for cleaning each type of floor covering in the prescribed method recommended by manufacturers and acceptable to the custodial industry.

1.8 SAFETY. Contractor is responsible for instructing his employees in appropriate safety measures and informing them of their obligation to obey existing regulations. In addition, the Contractor shall not permit placing or using of mops, brooms, or equipment in traffic lanes or other locations in a manner to create a safety hazard and shall provide appropriate warning signs for slippery areas.

FAA operations in certain areas within the Lexington ATCT are directed towards the control and separation of air traffic and directly affect national security. The importance of these operations cannot be over stressed. Interference of any kind by the Contractor, his employees, or equipment will not be tolerated. The inadvertent flipping of a switch or turning of a dial could be disastrous in loss of man-hours, property, and perhaps lives. It is of the utmost importance that the noise level in these areas, particularly the TRACON Room, be kept to a minimum. The Contractor shall not plug any of his power-driven equipment into any electrical outlet on the FAA equipment and/or racks. The Contractor employees shall cooperate with the COR/FAA employees in working out the best and

safest methods for contract performance work in FAA equipment areas.

Cleaning of floors and walls in or around vending machines shall be coordinated with the COR or supervisory on duty to prevent any damage to the machines or disconnecting power to the machines.

Tower Cab Shades shall be polished off, both sides, semi-monthly with soft cloth or chamois (whether you see anything or not).

1.10 STORAGE SPACE AND JANITOR'S CLOSETS.

1.10.1. Space may be assigned to the Contractor by the COR for the storage of bulk supplies and the equipment which will be used in the performance of the work.

1.10.2. The Government shall not be responsible for damage, maintenance of, and/or loss to Contractor's stored supplies, materials, equipment, or the personal belongings of Contractor's employees caused by fire, theft, accident, or otherwise.

1.10.3. Failure to keep any of the facilities described above in a clean and orderly condition, unsatisfactory to the COR, may result in the withdrawal of the privilege of using them.

1.10.4. Dirty water and cleaning solutions shall be disposed of in slop sinks or floor drains designated by the COR. Floors and fixtures in areas where water is obtained and disposed of shall be kept clean, neat, and sanitary at all times.

SECTION C-2

DEFINITIONS

2.1 TERMINOLOGY. As used throughout this statement of work, the following terms shall have the meanings set forth below:

2.1.1. Contracting Officer Representative (COR): The Government person responsible for checking Contractor performance.

2.1.2. Acceptable Quality Level (AQL): The number of defects, the maximum percentage of defective work, or the maximum number of defects per hundred units that will be allowed before work is considered unsatisfactory. AQL does not imply that the contractor may knowingly perform in an unsatisfactory way. It means that the

Government recognized that unsatisfactory performance might occur unintentionally. When unsatisfactory performance does not exceed the AQL, the service will not be subject to payment reduction by the Government. The contractor, however, must perform all unsatisfactory work again unless excused by the COR.

2.1.3. Floor Maintenance - General: All floors not having carpet or specified elsewhere as having a special flooring shall receive regular floor maintenance. After receiving floor maintenance, the entire floor shall have a uniform glossy appearance and be free of scuff marks, heel marks, and other stains and discoloration. This uniform glossy appearance shall be the acceptable standard. All floor maintenance solutions shall be removed from baseboards, furniture, trash receptacles, etc. Chairs, desks, and trash receptacles and easily movable items shall be tilted or moved to maintain floors underneath. All moved items shall be returned to their proper position when all operations have been completed. Floor maintenance includes the techniques of dry buffing, spray buffing, stripping, and waxing as required to achieve the above stated results. The techniques used depend upon the materials, equipment and personnel used to do the job and the volume of traffic received by a given floor area. The Contractor shall schedule the application of floor maintenance techniques to room or hallway-sized sections needing work based upon traffic and usage to keep the entire floor up to the standard. (Walk-off Mat Cleaning) Carpet-type entrance mats shall be vacuumed to remove soil and grit and to restore resiliency of the carpet pile. Rubber or polyester entrance mats shall be swept, vacuumed, or washed to remove soil and grit. Soil and moisture underneath entrance mats shall be removed and mats returned to their normal location.

2.1.4. Vacuum Carpet: After being vacuumed, the carpeted floor shall be free of all-visible litter and soil. Any spots shall be removed as soon as noticed. The Contractor is responsible for spot cleaning of carpet areas as necessary to assure uniform appearance of the carpet area. Only those methods recommended by manufacturer's maintenance

instructions and current stain removal charts shall be used. Tearing, burns, and raveling or other damage shall be brought to the attention of the COR.

2.1.5. Steam Clean Carpet: All carpets shall be cleaned using commercially available "minimum moisture" techniques unless specified in the frequency task chart as a dry chemical method only with vacuum extraction. The commercial process to be used must be approved in advance with the COR. Contractor shall schedule work to be performed on weekends or low peak periods to allow for thorough drying. Contractor shall coordinate work schedule with COR. Moveable furniture, trash receptacles and easily moveable items shall be moved by the contractor to insure maximum cleaning of carpet areas. Furniture or other equipment moved during cleaning of carpet shall be returned to their original positions after carpet is dry.

2.1.6. Vacuum/Sweep Tile Floor: After the floor has been vacuumed/swept, the entire floor surface, including corners and abutments shall be free of litter, dust, and foreign debris. Chairs, trash receptacles, and easily moveable items shall be tilted or moved to sweep underneath.

2.1.7. Mop Floors: After the floor has been swept, all accessible areas shall be mopped. Chairs, trash receptacles, and easily moveable items shall be moved to mop underneath. After being mopped, the floor shall have a uniform appearance with no streaks, swirl marks, detergent residue, or any evidence of soil, stains, film debris, or standing water. There shall be no splash marks or mop streaks on furniture, sills, baseboards, etc., or mop strands remaining in the area. Wet floors will be identified with appropriate signs for employee safety. Wood or carpeted floors shall not be mopped.

2.1.8. Mop/Strip/Wax/Buff Tile Floors: (MOP) All accessible areas shall be mopped. Chairs, trash receptacles, and easily moveable items shall be moved to mop underneath. After being mopped, the floor shall have a uniform appearance with no streaks, swirl marks, detergent residue, or any evidence of soil, stains, film debris, or standing water. There shall be no splash marks or mop streaks on furniture, sills, baseboards, etc., or mop strands remaining in the area. Wet floors will be identified with appropriate signs for employee safety. Wood or carpeted floors shall not be mopped. (STRIP) During the stripping operations, all old wax marks and any foreign matter down to the surface of the floor covering or finish will be removed. All stripping is to be done in accordance with the best commercial practice, using chemical stripping agents or abrasives, or a combination of both. Care will be taken not to damage the floor surface. Immediately prior to machine scrubbing, the floor shall be swept. (WAX) Immediately prior to waxing, the floor will be damp mopped, scrubbed, or stripped as specified for each particular area. (1) Floors will be allowed to dry properly before wax is applied. If the floor has been stripped, the stripping agent shall have been removed or neutralized before waxing. (2) Thin, even uniform coats of non-slip floor wax, approved by the COR, shall be applied over the entire floor area. (BUFF) Hand buffers will only be permitted when power equipment cannot do the particular buffing job required. (1) Where wax had been applied, it will be allowed to dry properly before buffing. (2) The finished area will be

free of streaks, mop strands, trash, etc., and polished to an acceptable luster.

2.1.9. Clean Plumbing Fixtures/Mirrors: Clean restroom fixtures, such as but not limited to: utility sinks, lavatories, commodes, commode seats, urinals, mirrors, wastepaper receptacles, paper towel holders, flush valves, fixture trim, etc. Thoroughly clean by methods, chemicals, and equipment, all of which were made for and intended, and/or recommended by, reliable sources to be used for required cleaning of the type surfaces and materials involved. Thorough and complete cleaning shall include but not limited to: (1) complete removal of all foreign matter, scum, dirt, water spots, grease, spillage, drippings, stains, filth, encrustation, and any other substance where disease spreading bacteria thrive; (2) completely check hidden areas to ensure that all complete removal as stated above has been accomplished; (3) completely sanitize commodes, commode seats, urinals, and flush valves with those products that have been tested and proven by reliable sources to be effective in giving a lasting bacteriostatic effect against bacteria contamination and growth. Mopping and thorough cleaning of floor with a deodorant/disinfecting solution. Empty wastebaskets. Spot clean restroom walls and toilet stalls. Clean all bright metal surfaces.

2.1.10. Collect Paper/Trash: All wastebaskets, cigarette butt receptacles, and other trash containers shall be emptied and returned to their initial location. Wash inside and out or steam-clean cans used for collection of food remnants each day. Boxes, cans and papers placed near a trash receptacle and identified, as "TRASH" shall be removed. Any obviously soiled or torn plastic trash receptacle liners in such receptacles shall be replaced. Ashes and debris shall be removed from cigarette butt receptacles and placed in a nonflammable container. The Contractor shall dispose of trash in plastic bags secured with bag ties. Collected trash shall be deposited in the approved trash collection containers. The Contractor shall collect all packing materials and empty shipping containers and place in designated trash receptacle.

2.1.11. Clean Walls/Ceilings/Plenum. Low cleaning shall be all dust, lint, litter, and dry soil shall be removed from the horizontal and vertical surfaces of desks, chairs, file cabinets, and other types of office furniture and equipment; and from ledges, windowsills, handrails, door frames, doors, etc., to a line 7'0" above the floor level. Cleaning of operational equipment must be coordinated in advance with operational personnel on duty. Cleaning products for various surfaces and finishes shall be approved by the COR prior to use. Vacuuming of fabric-covered furniture, draperies, blinds, and waxing and polishing of furniture is included. High cleaning shall be all dust, lint, litter, and dry soil shall be removed from all surfaces above 7'0", which includes piping and cable trays, and their supports. Venetian blinds and vertical shades, where installed, are included in high cleaning.

2.1.12. Replenish Soap/Paper Products: Restrooms shall be stocked so that supplies are continuously available.

2.1.13. Dusting: Dust shall not be moved from spot to spot, but removed directly from the areas in which it lies by the most effective means - appropriately treated dusting cloths, vacuum tools, etc. When doing high cleaning, dust shall not be allowed to fall from high areas on to furniture and equipment below. The following conditions shall exist after the completion of each dusting task: (a) there shall be no dust streaks. (b) Corners, crevices, molding, and ledges shall be free of all dust. (c) There shall be no oils, spots, or smudges on dusted surfaces caused by dusting tools.

2.1.14. Windows - General: Windows are the glass surfaces, which are an integral part of the outer surface of the building. When washing windows, the Contractor will complete work within one week, unless COR allows otherwise.

2.1.15. Clean Interior Window Surfaces: After window has been cleaned, all traces of film, dirt, smudges, water, and other foreign matter shall be removed from frames, casings, sills, and glass. Where sunscreen film materials are applied, only non-abrasive cleaners approved by the film manufacturer shall be used. Cleaners containing ammonia shall not be used.

2.1.16. Clean Exterior Window Surfaces: After a window has been cleaned, all traces of film, dirt, smudges, water deposits, and other foreign matter shall be removed from the frames, casings, sills, and glass. Screens shall be cleaned to the same standards.

2.1.17. Clean Blinds: Blinds shall be cleaned according to manufacturers recommended method of cleaning. Blinds shall not be removed from window facing.

2.1.18. Clean Glass Doors/Walls: Includes all glass partitions, interior and exterior glass doors, display cases, directory boards, draft shields on windows, mirrors, and adjacent trim. After glass cleaning, there shall be no traces of film dirt, smudges, water, and other foreign matter.

2.1.19. Police Pickup Trash: Police and pick up areas in and around all outside entrances. Clean glass doors and other glass in front entrances and polish push plates. Sweep and pick up around outside entrances.

2.2. GENERAL TASK CLARIFICATION.

2.2.1. Clean Drinking Fountain: Disinfect all porcelain and polished metal surfaces, including the orifices and drain. After cleaning, the entire drinking fountain and the splash areas around the fountain shall be free from streaks, stains, spots, smudges, scale, and other obvious soil. Clean all bright metal surfaces.

2.2.2. Minor Construction Cleanup: Spot vacuum and spot clean adjacent areas to prevent scattering and tracking of debris.

Premises to be served are the Air Traffic Control Tower and base building at the Blue Grass Airport, Lexington, KY (Fayette County).

a. SSC Manager's office (*)	147 sq. ft.
b. NAVAIDS Unit Supervisor's office (*)	220 sq. ft.
c. SSC Secretary's office (*)	265 sq. ft.
d. SSC Radar Unit office (*)	137 sq. ft.
e. Ready Room	318 sq. ft.
f. Janitor's closet	16 sq. ft.
g. Restrooms (3)	209 sq. ft.
h. Corridors	730 sq. ft.
i. TRACON room (*)	508 sq. ft.
j. Electronic Equipment Room	1,484 sq. ft.
k. Engine generator room	294 sq. ft.
l. Mechanical equipment room	676 sq. ft.
m. SSC work/supply room	315 sq. ft.
n. ATCT OATS office (*)	100 sq. ft.
o. ATCT Supervisor's office (*)	100 sq. ft.
p. ATCT work area/computer room (*)	100 sq. ft.
q. ATCT Automation's office (*)	130 sq. ft.
r. ATCT Secretary's office (*)	160 sq. ft.
s. ATCT Manager's office (*)	140 sq. ft.
t. Training room (*)	150 sq. ft.
u. Conference room (*)	280 sq. ft.
v. CBI room (*)	182 sq. ft.
w. Tower Shaft: Five sided structure, approximately 20 ft. each side, 60 ft. high. Contains stairway, landings and elevator.	
x. Restroom	20 sq. ft.
y. Tower Cab: Floor area (*)	300 sq. ft.
Glass area (approximately)	630 sq. ft.

(*) Indicates carpeted areas; all other floor coverings are vinyl tile. Restrooms have ceramic tile; engine generator and mechanical rooms have painted concrete floors.

2.3 EXPLANATION OF CODES FOR FREQUENCY TASK CHART

<u>SYMBOL</u>	<u>DESCRIPTION</u>
2D7	Twice Daily, seven days per week
3D7	Three Times Daily, seven days per week
D7	Daily, seven days per week
D5	Daily, five days per week (Mon. through Fri.)
D3	Daily, three days per week (Mon., Wed., Fri.)
D2	Daily, two days per week (Mon. and Thurs.)
W	Weekly
M	Monthly
Q	Quarterly
SA	Semiannually
A	Annually
*	Perform task only if COR or Unit personnel is present.
CT	Ceramic Tile
VT	Vinyl Tile
C	Carpet
CEM	Cement
CMP	Composition Tile (Raised Floor Tile) Must be only damped mopped
R	Rubber Mat
W	Wood
P	Parquet

SECTION C-3

GOVERNMENT-FURNISHED PROPERTY AND SERVICES

3.1 GENERAL. The Government shall provide, without cost, the facilities, equipment, materials, and/or services listed below.

3.2 PROPERTY.

3.2.1. Facilities. The Government will furnish designated storage space for work related to this contract. The Contractor shall not construct any new building facilities or structures on Government property nor make any structural changes without written approval of the COR. Structural repairs required during the term of the contract shall be reported to the COR for appropriate action. The Contractor shall reimburse the Government for repairs not attributable to fair wear and tear. The Government shall furnish a reasonable amount of utilities from existing sources and central vacuum systems in operations equipment areas. In areas where central vacuum systems are provided, they are the only vacuum cleaners approved for use within those areas unless exceptions are approved in advance by the COR. These utilities are to be used only in connection with the performance of this contract.

3.2.2. The Contractor shall maintain such building space to the same standards as similar areas occupied by the Government.

3.2.3. The Contractor shall vacate such building space and restore the premises to the conditions in which received at his/her expense, fair wear and tear excepted, by the time stated for contract completion.

3.3 SERVICES. The Government will provide the following services.

3.3.1. Utilities. The Government will furnish natural gas, electrical power, sewer service, and water at no cost to the Contractor during performance of the contract.

SECTION C-4

CONTRACTOR-FURNISHED ITEMS AND SERVICES

4.1 GENERAL. Except for those items or services specifically stated to be Government furnished in Section C-3, the Contractor shall furnish everything perform this performance work statement.

4.2 QUALITY STANDARDS. The Contractor shall furnish all equipment, materials, and tools necessary to properly perform the work defined in this contract.

4.2.1. Equipment. All equipment shall have bumpers and guards to prevent marking or scratching of fixtures, furnishings, or building surfaces.

4.2.1.1. All electrical equipment used by the Contractor shall be Underwriter's Laboratories (UL) approved or equivalent for overseas area. This equipment must operate using existing building circuits. It shall be the responsibility of the Contractor to prevent the operation or attempted operation of electrical equipment, or combinations of equipment, which require power exceeding the capacity of existing building circuits.

4.2.1.2. Vacuums for carpeted floors shall be of commercial quality.

4.2.1.3. Plastic TrashCan Liners. The Contractor shall furnish plastic trashcan liners of adequate quality to protect each trashcan.

4.2.1.4. Restroom Supplies. The Contractor shall furnish the following restroom supplies. Samples of materials shall be submitted to the Contracting Officer/COR for approval prior to contract start and whenever a change occurs. Supplies shall be approved in advance of use by the COR.

- Hand Soap
- Paper Hand Towels
- Toilet Paper
- Toilet Seat Covers
- Plastic Garbage Bags
- Air Fresheners
- Bleach
- Deodorizer spray
- Deodorant for urinals/toilet bowls
- Signs for wet floor
- Additional dispensers when necessary

4.2.1.5. Miscellaneous Contractor-Furnished Items:

Dish Detergent

Cleaners

Disinfectants

Polishes

Tile cleaner

Floor wax

Plain rags

Dust control rags

Feather dusters

Basic office supplies for contractor employees: pens, pencils, paper,
calendars, etc.

JANITORIAL SERVICES CHART

	Vacuum carpet	Shampoo carpet	Vacuum/sweep floors	Mop floors	Mop/buff tile floors	Mop/strip/wax/buff tile floor	Mop/wax/buff tile floors	Clean plumbing fixtures and partitions	Spot clean walls and partitions	Clean furniture	Replenish soap/paper	Clean light fixtures, spot-clean	Dust	Wash windows (inside)	Wash windows (outside)	Clean sunshades	Clean blinds and/or drapes	Clean glass doors	Clean bright metal	Police	Vacuum wall carpet and padding	Appliance cleaning	Collect paper and trash	Clean glass walls	Clean vertical blinds
Electronic Equipment Rooms																									
ATCT cab (level III)	D7	SA	2W		BW	A	SA	Q	SA	SA	A	A	Q	*M	*M	W/M					Q		D5		
TRACON (level III)	D7	SA						Q	SA	SA	A	A	M								Q		D7		
Offices (less than 12 hrs.)	2W	A	2W	Q	A			Q	SA	SA	A	A	M	Q	Q		A	W	Q				D5	M	Q
CBI Room		2W	2W					Q	SA	SA	A	A	M										D5		
Conference Room		2W	2W					Q	SA	SA	A	A	M										D5		
Restrooms (level III)			D5							D5	W	Q	W						W				D7		
Corridor (heavy use)		D5	D5	W	A	SA	SA	D5	BW			A	BW				A	W	BW				D5	BW	
Stairwell (heavy use)		D5	D5	W	A	SA	SA	M			A	A	BW										D5		
Stairwell (below elev.)		M	SA								A												D5		M (Top elevator landing to cab)
Training Room		2W		Q	A	SA	SA	Q	SA	SA	A	Q											D5		
Ready Room (level III)	D7	SA	2W	BW	A	Q	Q	Q	Q	D5	A	BW										D5		Q	
Supply office room		2W	2W	Q	A		Q	Q	SA			Q											D5		
Supply room		2W	2W	Q	A		Q	Q	SA			Q		Q				W	2W				D5		
Outside Entrance Areas							W	W				W			Q		W	W	2W					W	Q
Elevator Cab		2W	BW	BW	A			W											M						D2
Engine Gen./Mech. Room		BW	Q								A									M			W		M
Janitorial Closet			M				M																		
Abbreviations:																									
A = ANNUAL																									
SA = SEMI-ANNUALLY																									
Q = QUARTERLY																									
BM = EVERY OTHER MONTH																									
M = MONTHLY																									
W/M = WEEKLY AND MONTHLY REQMTS																									
BW = TWICE WEEKLY																									
W = WEEKLY																									
D2 = DAILY, TWO DAYS PER WEEK																									
D5 = DAILY, FIVE DAYS PER WEEK																									
D7 = DAILY, SEVEN DAYS PER WEEK																									

*Asterisk items are deviations from Order 4660.1, SO SUP 7. Increased frequencies are required to keep the facility clean and neat due to the number of people who use these areas.

***ATCT Tower Cab windows will be washed monthly on the outside and inside all year.

PART I - SECTION D
PACKAGING AND MARKING

(THIS SECTION NOT USED)

PART I - SECTION E
INSPECTION AND ACCEPTANCE

3.1-1 Clauses and Provisions Incorporated by reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.10.4-1 Contractor Inspection Requirements (April 1996)

3.10.4-16 Responsibility for Supplies (April 1996)

3.10.4-4 Inspection of Services - Both Fixed-Price & Cost Reimbursement (April 1996)

(a) 'Services,' as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge if a fixed-price contract, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount, or if a cost reimbursement type contract, for no additional fee. When the defects in services cannot be corrected by re-performance, the Government may:

(1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and

(2) reduce the contract price, or any fee payable under the contract, to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service, (or if a cost reimbursement contract, reduce any fee payable by an amount that is equitable under the circumstances), or (2) terminate the contract for default.

(End of clause)

PART I - SECTION F
DELIVERIES OR PERFORMANCE

3.1-1 Clauses and Provisions Incorporated by reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.6.2.1 Contract Work Hours and Safety Standards Act-Overtime Compensation
 (September 2003)

3.10.1-9 Stop -Work Order (October 1996)

3.10.1-24 Notice of Delay (February 2009)

SO-F-1 PERIODS OF PERFORMANCE

<u>Base Period:</u>	October 1, 2010 – September 30, 2011	(12 months)
<u>First Option Year:</u>	October 1, 2011 – September 30, 2012	(12 months)
<u>Second Option Year:</u>	October 1, 2012 – September 30, 2013	(12 months)
<u>Third Option Year:</u>	October 1, 2013 – September 30, 2014	(12 months)
<u>Fourth Option Year:</u>	October 1, 2014 – September 30, 2015	(12 months)

(End of clause)

SO-F-1 PLACE(S) OF PERFORMANCE

Air Traffic Control Tower and System Service Center
4051 Terminal Blvd.
Lexington KY 40510 -9678

(End of clause)

PART I - SECTION G
CONTRACT ADMINISTRATION DATA

3.3.1-1 Payments (April 1996)

The FAA shall pay the Contractor, upon the submission of proper invoices, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified, payment shall be made upon acceptance of partial deliveries or any portion of the work delivered or rendered for which a price is separately stated in the contract.

(End of clause)

3.3.1-17 Prompt Payment (September 2009)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) Invoice Payments.

(1) For purposes of this clause, invoice payment means a Government disbursement of monies to a Contractor under a contract or other authorization for supplies or services accepted by the Government. This includes payments for partial deliveries that have been accepted by the Government, final payments under T&M and labor-hour contracts, and final cost or fee payments where amounts owed have been settled between the Government and the Contractor.

(2) Except as indicated in subparagraph (a)(3) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the date the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(3) An invoice is the Contractor's bill or written request for payment under the contract for supplies delivered or services performed. An invoice shall be prepared and submitted to the designated billing officer specified in the contract. A proper invoice must include the items listed in subdivisions (a)(3)(i) through (a)(3)(viii) of this clause. If the invoice does not comply with these requirements, then the Contractor will be notified of the defect within 7 days after receipt of the invoice at the designated billing office. Untimely notification will be taken into account in the computation of any interest penalty owed the Contractor in the manner described in subparagraph (a)(6) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed and applicable contract line item.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice.

(viii) Any other information or documentation required by other requirements of the contract (such as evidence of shipment).

(4) An interest penalty shall be paid automatically by the Government, without request from the contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, or contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) The interest penalty shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, referred to as the 'Renegotiation Board Interest Rate,' (It is published in the Federal Register semiannually on or about January 1 and July 1), which is applicable to the period in which the amount becomes due. The interest penalty amount, interest rate and the period for which the interest penalty was computed, will be separately stated by the designated payment office on the check, in accompanying remittance advice, or, in the case of wire transfers, by an appropriate electronic data message accompanying the wire transfer. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(3) of this clause, then the due date on the corrected invoice will be adjusted by subtracting the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties, if requested by the Contractor.

(i) For the sole purpose of computing an interest penalty that might be due the contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance.

The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days.

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) Any period of delay caused by incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under Federal Aviation Administration (FAA) contract disputes resolution procedures. Interest penalties of less than \$1.00 need not be paid.

(iv) Interest penalties will not accrue for more than one year.

(v) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Contract disputes, and any interest that may be payable, will be resolved in accordance with FAA contract disputes resolution procedures.

(6) An interest penalty shall also be paid automatically by the designated payment office, without request from the contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(5) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the contractor is paid.

(b) Contract Financing Payments.

(1) For purposes of this clause, contract financing payments mean Government disbursements of monies to a Contractor under a contract clause or other authorization without regard to acceptance of supplies or services by the Government. Contract financing payments include but are not limited to payments made according to commercial terms and installment payments. They also include interim vouchers under T&M, labor-hour, and cost reimbursement contracts (regardless of whether goods or services were delivered and received by the Government).

(2) For contracts that provide for contract financing payments, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Payments shall be made on the 30th day after receipt of a proper payment request by the designated billing office. In the event that an audit or other review of a specific payment request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(3) Contract financing payments, except for interim vouchers for services under T&M, labor hour, or cost reimbursement contracts, shall not be assessed an interest penalty for payment delays.

(4) For purposes of computing late payment interest penalties for interim vouchers for services under T&M, labor hour, or cost reimbursement contracts, the due date for payment is the 30th day after FAA receives a proper invoice. If the invoice is found to be improper, it will be returned within 7 days after the date FAA receives the invoice.

(c) If this contract contains the Fast Payment Procedures, payments will be made within 15 days after the date of receipt of the invoice.

(End of Clause)

3.10.1-22 Contracting Officer's Technical Representative (January 2008)

(a) The Contracting Officer may designate other Government personnel (known as the Contracting Officer's Technical Representative) to act as his or her authorized representative for contract administration functions which do not involve changes to the scope, price, schedule, or terms and conditions of the contract. The designation will be in writing, signed by the Contracting Officer, and will set forth the authorities and limitations of the representative(s) under the contract. Such designation will not contain authority to sign contractual documents, order contract changes, modify contract terms, or create any commitment or liability on the part of the Government different from that set forth in the contract.

(b) The Contractor shall immediately contact the Contracting Officer if there is any question regarding the authority of an individual to act on behalf of the Contracting Officer under this contract.

(End of Clause)

SO-G-1 MODIFICATION PROPOSALS-PRICE BREAKDOWN

The contractor, in connection with any proposal he makes for a contract modification, shall furnish a price breakdown, itemized as required by the Contracting Officer. Unless otherwise directed, the breakdown shall be in sufficient detail to permit an analysis of all material, labor, equipment, subcontract, and overhead costs, as well as profit, and shall cover all work involved in the modification, whether such work was deleted, added or changed. Any amount claimed for subcontracts shall be supported by a similar price breakdown. In addition, if the proposal includes a time extension, justification shall be furnished for the extension. The proposal, together with the price breakdown and time extension justification, shall be furnished by the date specified by the Contracting Officer.

(End of clause)

PART I - SECTION H
SPECIAL CONTRACT REQUIREMENTS

3.3.1-34 Payment by Electronic Funds Transfer- Central Contractor Registration (February 2009)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either"

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for"

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and"

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of clause)

3.4.1-10 Insurance - Work on a Government Installation (July 1996)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the "Schedule" or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall certify to the Contracting Officer in writing by letter or certificate of insurance, reflecting the FAA's contract number, that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Federal Aviation Administration's interest shall not be effective:

(1) for such period as the laws of the State in which this contract is to be performed prescribe, or

(2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the "Schedule" or elsewhere in the contract.

The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies (reflecting the FAA's contract number to ensure proper filing of documents) available to the Contracting Officer upon request.

(End of clause)

3.6.2-29 Statement of Equivalent Rates for Federal Hires (April 1996)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332. This Statement is for Information Only: It Is Not a Wage Determination

Employee class Monetary	Wage-Fringe Benefits
Janitor	\$9.25

(End of clause)

3.8.2-17 Key Personnel and Facilities (July 1996)

(a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract.

(b) Prior to removing, replacing, or diverting any of the specified personnel and/or facilities, the Contractor shall notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer.

(d) The key personnel and/or facilities under this contract are:

_____	_____
_____	_____
_____	_____

[List key personnel and/or facilities]

(End of clause)

3.11-12 Supervision, Labor or Materials (April 1999)

The Contractor shall furnish adequate supervision, labor, materials, supplies, and equipment necessary to perform all the services contemplated under this contract in an orderly, timely, and efficient manner.

(End of clause)

3.14-2 Contractor Personnel Suitability Requirements (January 2009)

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

(1) Facilities;

(2) Sensitive information; and/or;

(3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

Definitions of applicable terminology are contained in the corresponding guidance and FAA Order 1600.72A, appendix A.

(b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract. Those designated risk levels are:

<u>Position</u>	<u>Risk Level</u>
Laborer	Level 1
Supervisor	Level 5

(c) If a National Agency Check with Inquiries (NACI) or other investigation is required under paragraph

(b) for a given position, the contractor will submit to the Contracting Officer (CO) a point of contact (POC) that will enter applicant data into the Vendor Applicant Process (VAP) system (vap.faa.gov). VAP is a FAA system used to process and manage security information for FAA contractor personnel. Each contract may have up to 5 POCs. Once designated, a VAP administrator will provide each POC a Web ID and password.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The following information must be entered into VAP by the POC for each applicant requiring an investigation:

- Name;
- Date and place of birth (city and state);
- Social Security Number (SSN);
- Position and office location;
- Contract number;
- Current e-mail address and telephone number (personal or work); and
- Any known information regarding current security clearance or previous investigations (e.g. the name of the investigating entity, type of background investigation conducted, contract number, labor category (Position), and approximate date the previous background investigation was completed).

If a prior investigation exists and there has not been a 2 year break in service by the applicant, the SSE will notify the contractor that no investigation is required and that final suitability is approved.

If no previous investigation exists, the SSE will send the applicant an e-mail (this step may be delegated to VAP POC):

- Stating that no previous investigation exists and the applicant must complete a form through the Electronic Questionnaires for Investigations Processing (eQIP) system;
- Instructing the applicant how to enter and complete the eQIP form;
- Providing where to send/fax signature and release pages and other applicable forms; and
- Providing instructions regarding fingerprinting.

The applicant must complete the eQIP form and submit other required material within 15 days of receiving the e-mail from the SSE.

For items to be submitted outside eQIP, the contractor must submit the required information with a transmittal letter referencing the contract number to:

Federal Aviation Administration
Attn: Eddie Wright, Jr. (ASO-52)
1701 Columbia Avenue
College Park, GA 30337

The transmittal letter must also include a list of all of the names of contractor employees and their positions for which completed forms will be submitted to the SSE pursuant to this Clause.

(d) The contractor must submit the information required by paragraph (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in paragraph (b) of this Clause.

(e) The CO will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. Once action has been taken, the contractor will report the action to the CO and SSE.

(f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.

(g) The contractor must notify the CO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the contract. This notification must be done utilizing the Removal Entry Screen of VAP. If FAA issued the terminated employee and identification card, the contractor must collect the card and submit it to the SSE.

(h) The CO may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, and the same transmittal letter requirements of paragraph (c) of this Clause applies.

(i) The contractor and/or subcontractor(s) must contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters within one (1) business day in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

(j) Failure to submit information required by this clause within the time required may be determined by the CO a material breach of the contract.

(k) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.

(l) The contractor agrees to insert terms that conform substantially to the language of this clause, including paragraph (k) but excluding any reference to the Changes clause of this contract, in all

subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.

(m) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. To serve as an escort, a contractor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.

(End of Clause)

3.14-4 Access to FAA Systems and Government-Issued Keys, Personal Identity Verification (PIV) cards, and Vehicle Decals (July 2008)

(a) It may become necessary for the Government to grant access to FAA systems or issue keys, PIV cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor must return all such Government-issued items and submit a request to terminate all user accounts on applicable FAA systems to the issuing office with notification to the Contracting Officer's Technical Representative (COTR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items must be returned to the Government and a request submitted for the termination of FAA system access within three (3) business days or upon termination of the contract or the employee. Improper use, possession or alteration of FAA issued keys, PIV Cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, 701, and 1030.

(b) In the event such keys, PIV Cards, or vehicle decals are lost, stolen, or not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold **\$250.00** for each key, PIV Card, and vehicle decal lost, stolen, or not returned. If the keys, PIV Cards, or vehicle decals are not returned within 30 calendar days from the date the withholding action was initiated, any amount so withheld must be forfeited by the contractor.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.

(d) The Government retains the right to inspect inventory, or audit PIV Cards, keys, vehicle decals, and access control cards issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government will be assumed to be lost and the provisions of section (b) apply.

(e) Keys must be obtained from the COTR who will require the contractor to sign a receipt for each key obtained. Lost or stolen keys, PIV Cards, vehicle decals, and access control cards must immediately be reported concurrently to the Contracting Officer (CO), COTR, and **Barbara Parker, ASO-750-A, Tel: (404) 305-6808**. Electronic keying cards are handled in the same manner as metal keys.

(f) Each contract employee, during all times of on-site performance at the facilities must prominently display his/her current and valid PIV card on the front portion of his/her body between the neck and waist. Each PIV card holder must not affix pins, stickers, or other decorations to the PIV.

(1) To obtain the PIV Card, contractor employee must submit an identification Card/Credential Application (DOT 1681) signed by the contractor employee and by the authorized trusted agent (when applicable) and also by the authorized sponsor to the CO or to the COTR.

The DOT 1681 must contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the Contracting Officer. Arrangements for processing the identification cards, including photographs and lamination can be made by the contacting Contracting Officer @ (404) 305-5763.

(2) The contractor must contact the SSE to obtain the procedures that the contractor's employees must utilize to obtain their PIV Card.

(g) The contractor is responsible for ensuring final out-processing is accomplished for all departing contractor employees. Final out-processing must be accomplished by close of business the final workday of the contractor employee or the next day under special conditions. The SSE must be notified in writing and ensure that all FAA media, including the PIV card, are returned to the SSE.

(End of Clause)

PART II - SECTION I CONTRACT CLAUSES

3.1-1 Clauses and Provisions Incorporated by reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.1.7-2	Organizational Conflicts of Interest (August 1997)
3.1.7-5	Disclosure of Conflicts of Interest (February 2009)
3.1.8-2	Price or Fee Adjustment for Illegal or Improper Activity (September 2000)
3.2.2.3-29	Integrity of Unit Prices (July 2004)
3.2.2.7-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (February 2009)
3.2.2.7-8	Disclosure of Team Arrangements (April 2008)
3.2.4-27	Limitation of Price Contractor Obligations (April 1996)
3.2.4-28	Cancellation of Items (April 1996)
3.2.5-1	Officials Not to Benefit (April 1996)
3.2.5-3	Gratuities or Gifts (January 1999)
3.2.5-4	Contingent Fees (October 1996)
3.2.5-5	Anti-Kickback Procedures (October 1996)
3.2.5-8	Whistleblower Protection for Contractor Employees (April 1996)
3.2.5-13	Contractor Code of Ethics and Conduct (July 2008)
3.2.5-14	Display of Hotline Poster(s) (April 2008)
3.3.1-8	Extras (April 1996)
3.3.1-15	Assignment of Claims (April 1996)
3.3.2-1	FAA Cost Principles (October 1996)
3.4.2-6	Taxes-Contracts Performed in U.S Possessions or Puerto Rico (October 1996)
3.4.2-8	Federal, State, and Local Taxes- Fixed Price Contract (1996)
3.6.2-2	Convict Labor (April 1996)
3.6.2-9	Equal Opportunity (August 1998)
3.6.2-12	Affirmative Action for Special Disabled and Vietnam Era Veterans (April 2007)
3.6.2-13	Affirmative Action for Workers With Disabilities (April 2000)
3.6.2-16	Notice to the Government of Labor Disputes (April 1996)
3.6.2-28	Service Contract Act of 1965, as Amended (April 1996)
3.6.2-30	Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (April 1996)
3.6.2-35	Prevention of Sexual Harassment (August 1998)
3.6.2-39	Trafficking in Persons (January 2008)
3.6.3-2	Clean Air and Clean Water (April 1996)
3.6.3.11	Toxic Chemical Release Reporting (April 2008)
3.6.3-16	Drug Free Workplace (February 2009)
3.6.3-17	Efficiency in Energy-Using Products (April 2008)
3.6.4-2	Buy American Act - Supplies (July 1996)
3.6.4-10	Restrictions on Certain Foreign Purchases (April 1996)
3.8.2-9	Site Visit (April 1996)
3.8.2-11	Continuity of Services (October 2008)
3.10.1-7	Bankruptcy (April 1996)
3.10.1.12	Changes – Fixed Price (April 1996)
3.10.1-12 Alt I	Changes - Fixed-Price Alternate I (April 1996)

- 3.10.1-25** **Novation and Change-Of-Name Agreements** (October 2007)
- 3.10.2-1** **Subcontracts (Fixed-Price Contracts)** (April 1996)
- 3.10.6-1** **Termination for Convenience of the Government (Fixed Price)** (October 1996)
- 3.10.6-4** **Default (Fixed-Price Supply and Service)** (October 1996)
- 3.13-3** **Printing/Copying Double-sided on Recycled Paper** (July 2008)
- 3.13-5** **Seat Belt Use by Contractor Employees** (January 1999)
- 3.14-3** **Foreign Nationals as Contractor Employees** (April 2008)
- 3.14-5** **Sensitive Unclassified Information (SUI)** (July 2008)

3.2.2.3-37 Notification of Ownership Changes (July 2004)

(a) The Contractor (you) must notify FAA in writing within 30 days when you become aware that a change in ownership has occurred or will occur and that the change could affect the value of your capitalized assets in the accounting records, asset valuations, or cause any other cost changes.

(b) You must:

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the Contracting Officer (CO) access to the records on request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of your ownership changes; and

(4) Retain and maintain depreciation and amortization schedules based on the asset records maintained before each ownership change.

(c) You must include the substance of this clause in all subcontracts under this contract with a value exceeding \$1,000,000 and that require cost and price data.

(End of clause)

3.2.4-34 Option to Extend Services (April 1996)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor.

The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

(End of clause)

3.2.4-35 Option to Extend the Term of the Contract (April 1996)

(a) The Government may extend the term of this contract by written notice to the Contractor within 1 day; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

3.3.1-11 Availability of Funds for the Next Fiscal Year (April 1996)

Funds are not presently available for performance under this contract beyond March 31, 2011. The FAA's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond March 31, 2011, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

3.3.1-36 Availability of Funds - Option Periods under a Continuing Resolution (April 2008)

Due to the possibility of the enactment of a continuing resolution in lieu of an annual appropriation, full fiscal year funding may not be available for an entire contract option period. In the event of a continuing resolution, FAA will only be liable for an amount based on the time period specified by the continuing resolution. The amount of funds made available by the continuing resolution will be specified by subsequent modification. If the contractor provides services in excess of the funded amount or beyond the covered period, the contractor does so at its own risk.

(End of Clause)

3.6.2-40 Nondisplacement of Qualified Workers (April 2009)

(a) The contractor and its subcontractors must, except as otherwise provided herein, in good faith offer those employees (other than managerial and supervisory employees) employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the employees were hired, a right of first refusal of employment under this contract in positions for which employees are qualified. The contractor and its subcontractors must determine the number of employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor contractor employed in connection with performance of the work. Except as provided in paragraph (b), there must be no employment opening under this contract, and the contractor and any subcontractors must not offer employment under this contract, to any person prior to having complied fully with this obligation.

The contractor and its subcontractors must make an express offer of employment to each employee as provided herein and must state the time within which the employee must accept such offer. In no case must the period within which the employee must accept the offer of employment be less than 10 days.

(b) Notwithstanding the obligation under paragraph (a) above, the contractor and any subcontractors:

(1) May employ under this contract any employee who has worked for the contractor or subcontractor for at least 3 months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge;

- (2) Are not required to offer a right of first refusal to any employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Act; and
- (3) Are not required to offer a right of first refusal to any employee(s) of the predecessor contractor whom the contractor or any of its subcontractors reasonably believes, based on the particular employee's past performance, has failed to perform suitably on the job.
- (c) The contractor must, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list must contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor contractors or their subcontractors. The Contracting Officer will provide the list to the successor contractor, and the list must be provided on request to employees or their representatives.
- (d) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the contractor or its subcontractors, as provided in Executive Order 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.
- (e) In every subcontract entered into in order to perform services under this contract, the contractor will include provisions that ensure that each subcontractor will honor the requirements of paragraphs (a) through (b) with respect to the employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor contractor and its subcontractors. The subcontract must also include provisions to ensure that the subcontractor will provide the contractor with the information about employees of the subcontractor needed by the contractor to comply with this clause. The contractor will take such action with respect to any such subcontract as may be directed by the Secretary as a means of enforcing such provisions, including the imposition of sanctions for non-compliance; however, if the contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the contractor may request that the United States enter into such litigation to protect the interests of the United States.

(End of clause)

3.8.2-10 Protection of Government Buildings, Equipment, and Vegetation (April 1996)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs.

If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of clause)

3.8.2-17 Key Personnel and Facilities (July 1996)

(a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract.

(b) Prior to removing, replacing, or diverting any of the specified personnel and/or facilities, the Contractor shall notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer.

(d) The key personnel and/or facilities under this contract are:

Supervisor
Janitor

3.9.1-1 Contract Disputes (September 2009)

(a) All contract disputes arising under or related to this contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A contractor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) The filing of a contract dispute with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A contract dispute is considered to be filed on the date it is received by the ODRA.

(c) Contract disputes are to be in writing and shall contain:

(1) The contractor's name, address, telephone and fax numbers and the name, address, telephone and fax numbers of the contractor's legal representative(s) (if any) for the contract dispute;

(2) The contract number and the name of the Contracting Officer;

(3) A detailed chronological statement of the facts and of the legal grounds for the contractor's positions regarding each element or count of the contract dispute (i.e., broken down by individual claim item), citing to relevant contract provisions and documents and attaching copies of those provisions and documents;

(4) All information establishing that the contract dispute was timely filed;

(5) A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g., invoices and cancelled checks) attached, broken down by individual claim item and summarized; and

(6) The signature of a duly authorized representative of the initiating party.

(d) Contract disputes shall be filed at the following address:

(1) Office of Dispute Resolution for Acquisition, AGC-70,

Federal Aviation Administration,
800 Independence Ave, S.W., Room 323,
Washington, DC 20591,
Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(e) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the FAA against a contractor (excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed within two (2) years after the accrual of the contract claim. If an underlying contract entered into prior to the effective date of this part provides for time limitations for filing of contract disputes with the ODRA which differ from the aforesaid two (2) year period, the limitation periods in the contract shall control over the limitation period of this section. In no event will either party be permitted to file with the ODRA a contract dispute seeking an equitable adjustment or other damages after the contractor has accepted final contract payment, with the exception of FAA claims related to warranty issues, gross mistakes amounting to fraud or latent defects. FAA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any FAA claims against the contractor based on gross mistakes amounting to fraud or latent defects shall be filed with the ODRA within two (2) years of the date on which the FAA knew or should have known of the presence of the fraud or latent defect.

(f) A party shall serve a copy of the contract dispute upon the other party, by means reasonably calculated to be received on the same day as the filing is to be received by the ODRA.

(g) After filing the contract dispute, the contractor should seek informal resolution with the Contracting Officer.

(h) The FAA requires continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending a final FAA decision.

(i) The FAA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later, until the date of payment.

Simple interest on contract disputes shall be paid at the rate fixed by the Secretary of the Treasury that is applicable on the date the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until payment is made. Interest will not accrue for more than one year.

(j) Additional information and guidance about the ODRA dispute resolution process for contract disputes can be found on the ODRA Website at <http://www.faa.gov>.

(End of clause)

3.9.1-2 Protest After Award (August 1997)

(a) Upon receipt of a notice that a protest has been filed with the FAA Office of Dispute Resolution, or a determination that a protest is likely, the Administrator or his designee may instruct the Contracting Officer to direct the Contractor to stop performance of the work called for by this contract.

The order to the Contractor shall be in writing, and shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision or other resolution of the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) For other than cost-reimbursement contracts, terminate the work covered by the order as provided in the "Default" or the "Termination for Convenience of the Government" clause(s) of this contract; or

(3) For cost-reimbursement contracts, terminate the work covered by the order as provided in the "Termination" clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after the final resolution of the protest, the Contractor shall resume work. The Contracting Officer shall make for other than cost-reimbursement contracts, an equitable adjustment in the delivery schedule or contract price, or both; and for cost-reimbursement contracts, an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected; and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(End of clause

PART III - SECTION J
LIST OF ATTACHMENTS

J.1 Attachment 1 – Janitorial Specifications and Frequency Chart (17 pages)

J.2 Attachment 2 - Wage Determination - Fayette County, Kentucky
WD # 2005-2221, Rev 11, dated 06/22/2010 – 10 pages

J.3 Attachment 3 - Business Declaration Form – 1 page

J.4 Attachment 4 - Past Performance Survey – 4 pages

WD 05-2221 (Rev.-11) was first posted on www.wdol.gov on 06/22/2010

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Shirley F. Ebbesen	Division of	Wage Determination No.: 2005-2221
Director	Wage Determinations	Revision No.: 11
		Date Of Revision: 06/15/2010

State: Kentucky

Area: Kentucky Counties of Anderson, Bath, Bell, Bourbon, Boyle, Breathitt, Casey, Clark, Clay, Estill, Fayette, Fleming, Franklin, Garrard, Green, Harlan, Harrison, Jackson, Jessamine, Knott, Knox, Laurel, Lee, Leslie, Letcher, Lincoln, Madison, Marion, McCreary, Menifee, Mercer, Montgomery, Morgan, Nicholas, Owen, Owsley, Perry, Powell, Pulaski, Robertson, Rockcastle, Rowan, Scott, Taylor, Washington, Wayne, Whitley, Wolfe, Woodford

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.45
01012 - Accounting Clerk II		13.97
01013 - Accounting Clerk III		15.63
01020 - Administrative Assistant		19.21
01040 - Court Reporter		14.47
01051 - Data Entry Operator I		10.55
01052 - Data Entry Operator II		11.51
01060 - Dispatcher, Motor Vehicle		14.01
01070 - Document Preparation Clerk		11.63
01090 - Duplicating Machine Operator		11.63
01111 - General Clerk I		10.52
01112 - General Clerk II		11.49
01113 - General Clerk III		12.89
01120 - Housing Referral Assistant		16.14
01141 - Messenger Courier		10.23
01191 - Order Clerk I		11.88
01192 - Order Clerk II		12.97
01261 - Personnel Assistant (Employment) I		14.52
01262 - Personnel Assistant (Employment) II		16.24
01263 - Personnel Assistant (Employment) III		18.11
01270 - Production Control Clerk		20.17
01280 - Receptionist		11.49
01290 - Rental Clerk		11.39
01300 - Scheduler, Maintenance		12.94
01311 - Secretary I		12.94
01312 - Secretary II		14.47
01313 - Secretary III		16.14
01320 - Service Order Dispatcher		13.40
01410 - Supply Technician		19.21
01420 - Survey Worker		13.72
01531 - Travel Clerk I		12.75
01532 - Travel Clerk II		13.39
01533 - Travel Clerk III		14.00
01611 - Word Processor I		12.59
01612 - Word Processor II		14.13
01613 - Word Processor III		15.81

05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	18.86
05010 - Automotive Electrician	15.46
05040 - Automotive Glass Installer	14.77
05070 - Automotive Worker	14.77
05110 - Mobile Equipment Servicer	13.43
05130 - Motor Equipment Metal Mechanic	18.22
05160 - Motor Equipment Metal Worker	14.77
05190 - Motor Vehicle Mechanic	18.22
05220 - Motor Vehicle Mechanic Helper	12.74
05250 - Motor Vehicle Upholstery Worker	14.07
05280 - Motor Vehicle Wrecker	14.77
05310 - Painter, Automotive	15.46
05340 - Radiator Repair Specialist	14.77
05370 - Tire Repairer	11.87
05400 - Transmission Repair Specialist	18.22
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.65
07041 - Cook I	10.57
07042 - Cook II	11.65
07070 - Dishwasher	9.00
07130 - Food Service Worker	9.85
07210 - Meat Cutter	13.26
07260 - Waiter/Waitress	8.36
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.79
09040 - Furniture Handler	11.90
09080 - Furniture Refinisher	16.79
09090 - Furniture Refinisher Helper	13.79
09110 - Furniture Repairer, Minor	15.38
09130 - Upholsterer	16.79
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.59
11060 - Elevator Operator	9.59
11090 - Gardener	14.09
11122 - Housekeeping Aide	10.17
11150 - Janitor	10.17
11210 - Laborer, Grounds Maintenance	11.21
11240 - Maid or Houseman	8.71
11260 - Pruner	10.67
11270 - Tractor Operator	13.09
11330 - Trail Maintenance Worker	11.21
11360 - Window Cleaner	10.90
12000 - Health Occupations	
12010 - Ambulance Driver	13.71
12011 - Breath Alcohol Technician	16.50
12012 - Certified Occupational Therapist Assistant	22.14
12015 - Certified Physical Therapist Assistant	19.71
12020 - Dental Assistant	13.91
12025 - Dental Hygienist	29.85
12030 - EKG Technician	20.94
12035 - Electroneurodiagnostic Technologist	20.94
12040 - Emergency Medical Technician	13.71
12071 - Licensed Practical Nurse I	14.75
12072 - Licensed Practical Nurse II	16.49
12073 - Licensed Practical Nurse III	18.40
12100 - Medical Assistant	14.11
12130 - Medical Laboratory Technician	17.23
12160 - Medical Record Clerk	14.74
12190 - Medical Record Technician	16.83
12195 - Medical Transcriptionist	14.00

12210 - Nuclear Medicine Technologist	29.85
12221 - Nursing Assistant I	9.52
12222 - Nursing Assistant II	10.70
12223 - Nursing Assistant III	11.68
12224 - Nursing Assistant IV	13.11
12235 - Optical Dispenser	15.51
12236 - Optical Technician	13.24
12250 - Pharmacy Technician	16.21
12280 - Phlebotomist	13.11
12305 - Radiologic Technologist	21.42
12311 - Registered Nurse I	22.53
12312 - Registered Nurse II	27.56
12313 - Registered Nurse II, Specialist	27.56
12314 - Registered Nurse III	33.34
12315 - Registered Nurse III, Anesthetist	33.34
12316 - Registered Nurse IV	39.95
12317 - Scheduler (Drug and Alcohol Testing)	19.16
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.26
13012 - Exhibits Specialist II	22.63
13013 - Exhibits Specialist III	26.68
13041 - Illustrator I	18.26
13042 - Illustrator II	22.63
13043 - Illustrator III	26.68
13047 - Librarian	25.05
13050 - Library Aide/Clerk	11.31
13054 - Library Information Technology Systems Administrator	22.63
13058 - Library Technician	15.11
13061 - Media Specialist I	16.16
13062 - Media Specialist II	18.06
13063 - Media Specialist III	20.15
13071 - Photographer I	16.09
13072 - Photographer II	17.37
13073 - Photographer III	21.53
13074 - Photographer IV	26.33
13075 - Photographer V	31.86
13110 - Video Teleconference Technician	17.99
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.72
14042 - Computer Operator II	16.47
14043 - Computer Operator III	18.37
14044 - Computer Operator IV	20.41
14045 - Computer Operator V	22.60
14071 - Computer Programmer I	(see 1) 22.36
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.39
14160 - Personal Computer Support Technician	21.42
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	26.30
15020 - Aircrew Training Devices Instructor (Rated)	31.82
15030 - Air Crew Training Devices Instructor (Pilot)	35.77
15050 - Computer Based Training Specialist / Instructor	26.30
15060 - Educational Technologist	25.81
15070 - Flight Instructor (Pilot)	35.77
15080 - Graphic Artist	22.34

15090 - Technical Instructor	19.54
15095 - Technical Instructor/Course Developer	23.90
15110 - Test Proctor	15.79
15120 - Tutor	15.79
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.32
16030 - Counter Attendant	9.32
16040 - Dry Cleaner	11.96
16070 - Finisher, Flatwork, Machine	9.32
16090 - Presser, Hand	9.32
16110 - Presser, Machine, Drycleaning	9.32
16130 - Presser, Machine, Shirts	9.32
16160 - Presser, Machine, Wearing Apparel, Laundry	9.32
16190 - Sewing Machine Operator	12.70
16220 - Tailor	13.40
16250 - Washer, Machine	10.28
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.81
19040 - Tool And Die Maker	23.79
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.72
21030 - Material Coordinator	19.78
21040 - Material Expediter	19.78
21050 - Material Handling Laborer	13.80
21071 - Order Filler	14.18
21080 - Production Line Worker (Food Processing)	15.72
21110 - Shipping Packer	14.78
21130 - Shipping/Receiving Clerk	14.78
21140 - Store Worker I	11.57
21150 - Stock Clerk	15.12
21210 - Tools And Parts Attendant	15.72
21410 - Warehouse Specialist	15.72
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.71
23021 - Aircraft Mechanic I	23.53
23022 - Aircraft Mechanic II	24.71
23023 - Aircraft Mechanic III	25.94
23040 - Aircraft Mechanic Helper	18.37
23050 - Aircraft, Painter	21.24
23060 - Aircraft Servicer	20.10
23080 - Aircraft Worker	21.24
23110 - Appliance Mechanic	18.99
23120 - Bicycle Repairer	13.70
23125 - Cable Splicer	21.03
23130 - Carpenter, Maintenance	18.99
23140 - Carpet Layer	17.88
23160 - Electrician, Maintenance	19.51
23181 - Electronics Technician Maintenance I	21.87
23182 - Electronics Technician Maintenance II	23.11
23183 - Electronics Technician Maintenance III	24.26
23260 - Fabric Worker	16.88
23290 - Fire Alarm System Mechanic	19.91
23310 - Fire Extinguisher Repairer	15.71
23311 - Fuel Distribution System Mechanic	19.43
23312 - Fuel Distribution System Operator	15.43
23370 - General Maintenance Worker	17.68
23380 - Ground Support Equipment Mechanic	23.53
23381 - Ground Support Equipment Servicer	20.10
23382 - Ground Support Equipment Worker	21.24
23391 - Gunsmith I	15.71
23392 - Gunsmith II	17.88

23393 - Gunsmith III	19.91
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.91
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	20.78
23430 - Heavy Equipment Mechanic	20.67
23440 - Heavy Equipment Operator	18.73
23460 - Instrument Mechanic	19.03
23465 - Laboratory/Shelter Mechanic	18.99
23470 - Laborer	11.34
23510 - Locksmith	18.99
23530 - Machinery Maintenance Mechanic	21.47
23550 - Machinist, Maintenance	19.91
23580 - Maintenance Trades Helper	14.60
23591 - Metrology Technician I	19.03
23592 - Metrology Technician II	19.86
23593 - Metrology Technician III	20.67
23640 - Millwright	25.30
23710 - Office Appliance Repairer	19.24
23760 - Painter, Maintenance	18.99
23790 - Pipefitter, Maintenance	21.87
23810 - Plumber, Maintenance	20.79
23820 - Pneudraulic Systems Mechanic	19.88
23850 - Rigger	19.91
23870 - Scale Mechanic	17.88
23890 - Sheet-Metal Worker, Maintenance	18.79
23910 - Small Engine Mechanic	17.88
23931 - Telecommunications Mechanic I	26.83
23932 - Telecommunications Mechanic II	27.90
23950 - Telephone Lineman	20.98
23960 - Welder, Combination, Maintenance	19.91
23965 - Well Driller	19.91
23970 - Woodcraft Worker	19.91
23980 - Woodworker	15.71
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.09
24580 - Child Care Center Clerk	15.29
24610 - Chore Aide	9.83
24620 - Family Readiness And Support Services Coordinator	13.53
24630 - Homemaker	18.10
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.02
25040 - Sewage Plant Operator	18.07
25070 - Stationary Engineer	22.02
25190 - Ventilation Equipment Tender	15.14
25210 - Water Treatment Plant Operator	18.07
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.41
27007 - Baggage Inspector	10.17
27008 - Corrections Officer	16.58
27010 - Court Security Officer	16.65
27030 - Detection Dog Handler	15.17
27040 - Detention Officer	16.58
27070 - Firefighter	16.64
27101 - Guard I	10.17
27102 - Guard II	15.17
27131 - Police Officer I	18.00
27132 - Police Officer II	20.00
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.60

28042 - Carnival Equipment Repairer	11.00
28043 - Carnival Equipment Worker	8.57
28210 - Gate Attendant/Gate Tender	12.50
28310 - Lifeguard	11.14
28350 - Park Attendant (Aide)	13.83
28510 - Recreation Aide/Health Facility Attendant	10.21
28515 - Recreation Specialist	14.86
28630 - Sports Official	11.14
28690 - Swimming Pool Operator	16.46
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.69
29020 - Hatch Tender	21.69
29030 - Line Handler	21.69
29041 - Stevedore I	18.67
29042 - Stevedore II	22.57
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	16.09
30022 - Archeological Technician II	18.00
30023 - Archeological Technician III	22.31
30030 - Cartographic Technician	22.31
30040 - Civil Engineering Technician	22.31
30061 - Drafter/CAD Operator I	16.09
30062 - Drafter/CAD Operator II	18.00
30063 - Drafter/CAD Operator III	20.08
30064 - Drafter/CAD Operator IV	24.70
30081 - Engineering Technician I	15.91
30082 - Engineering Technician II	17.49
30083 - Engineering Technician LII	20.67
30084 - Engineering Technician IV	24.23
30085 - Engineering Technician V	31.34
30086 - Engineering Technician VI	35.87
30090 - Environmental Technician	20.66
30210 - Laboratory Technician	17.36
30240 - Mathematical Technician	22.31
30361 - Paralegal/Legal Assistant I	19.13
30362 - Paralegal/Legal Assistant II	26.11
30363 - Paralegal/Legal Assistant III	31.92
30364 - Paralegal/Legal Assistant IV	38.63
30390 - Photo-Optics Technician	22.31
30461 - Technical Writer I	22.15
30462 - Technical Writer II	27.11
30463 - Technical Writer III	32.79
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	20.08
Surface Programs	
30621 - Weather Observer, Senior (see 2)	22.31
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	12.02
31030 - Bus Driver	17.47
31043 - Driver Courier	13.71
31260 - Parking and Lot Attendant	9.13
31290 - Shuttle Bus Driver	14.76
31310 - Taxi Driver	10.10
31361 - Truckdriver, Light	14.76

31362 - Truckdriver, Medium	18.91
31363 - Truckdriver, Heavy	19.75
31364 - Truckdriver, Tractor-Trailer	19.75
99000 - Miscellaneous Occupations	
99030 - Cashier	8.50
99050 - Desk Clerk	9.96
99095 - Embalmer	22.34
99251 - Laboratory Animal Caretaker I	10.32
99252 - Laboratory Animal Caretaker II	11.11
99310 - Mortician	23.25
99410 - Pest Controller	14.43
99510 - Photofinishing Worker	10.37
99710 - Recycling Laborer	12.95
99711 - Recycling Specialist	15.04
99730 - Refuse Collector	12.28
99810 - Sales Clerk	11.59
99820 - School Crossing Guard	12.18
99830 - Survey Party Chief	18.10
99831 - Surveying Aide	10.67
99832 - Surveying Technician	16.07
99840 - Vending Machine Attendant	11.52
99841 - Vending Machine Repairer	13.38
99842 - Vending Machine Repairer Helper	11.52

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.50 per hour or \$140.00 per week or \$606.67 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties

within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor,

for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

BUSINESS DECLARATION

Attachment 3

1. Name of Firm: _____
2. Address of Firm: _____
3. Telephone Number of Firm: _____
4. a. Name of Person Making Declaration _____
- b. Telephone Number of Person Making Declaration _____
- c. Position Held in the Company _____
5. Controlling Interest in Company ("X" all appropriate boxes)
- ☐ a. Black American ☐ b. Hispanic American ☐ c. Native American ☐ d. Asian American
- ☐ e. Other Minority (Specify) _____ ☐ f. Other (Specify) _____
- ☐ g. Female ☐ h. Male ☐ i. 8(a) Certified (Certification letter attached)
6. Is the person identified in Number 5 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?
- ☐ a. Yes ☐ b. No (If "NO," provide the name and telephone number of the person who has this authority.) _____
7. Nature of Business (Specify major services/products (SIC)) _____
8. (a) Years the firm has been in business: _____ (b) No. of Employees _____
9. Type of Ownership: ☐ a. Sole Ownership ☐ b. Partnership
- ☐ c. Other (Explain) _____
10. Gross receipts of the firm for the last three years:
- | | |
|-------------------------|---------------------------|
| a.1. Year Ending: _____ | b.1. Gross Receipts _____ |
| a.2. Year Ending: _____ | b.2. Gross Receipts _____ |
| a.3. Year Ending: _____ | b.3. Gross Receipts _____ |
11. Is the firm a small business? ☐ a. Yes ☐ b. No
12. DUNS # _____ TAX ID _____

I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING _____
ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.
I AM AWARE THAT I AM SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS
OF 18 USCS 1001.

12. a. Signature _____ b. Date: _____
- c. Typed Name _____ d. Title: _____

PAST PERFORMANCE QUESTIONNAIRE

Agency: Federal Aviation Administration
Address: Eastern Logistic Service Area
 1701 Columbia Ave. (ASO-52)
 College Park, GA 30337
Attn: Eddie Wright, Jr., Contracting Officer
Phone: (404) 305-5760
Fax: (404) 305-5774
E-mail: eddie.wright@faa.gov

I. CONTRACT INFORMATION

Name/Address of company being evaluated:

INSTRUCTIONS

In Sections II, III, IV, and V please use the following rating schedule for evaluation of the Contractor's performance in each area listed: **Outstanding / Satisfactory / Unsatisfactory**

For each question/item under Sections II, III, IV, and V, choose the adjective that best describes the contractor's work on the project. Provide your comments on the comment lines. If a specific question/item does not pertain to your contract, write "N/A." The adjective scale is defined below:

Outstanding - Contractor clearly excels in performing the requirements of the contract.

Satisfactory - Contractor meets all requirements of the contract.

Unsatisfactory - Contractor did not meet the requirements of the contract.

II. OVERALL CONTRACT PERFORMANCE

Rating _____

Comment

III. TECHNICAL PERFORMANCE

1. Did the Contractor respond positively and promptly to technical direction and/or technical revisions to the contract?

Rating _____

Comment

2. Did the Contractor submit accurate and complete reports, furnish deliverables, and complete work on time?

Rating _____

PAST PERFORMANCE QUESTIONNAIRE

Comment

3. Did the Contractor display the ability to identify and solve technical problems that arose during contract performance in an effective and expeditious manner?

Rating _____

Comment

IV. MANAGEMENT PERFORMANCE

1. Was the Contractor able to recruit and maintain qualified and reliable personnel for the duration of the contract? Was recruitment timely? Was turnover rate low?

Rating _____

Comment

2. Was the Contractor able to accurately estimate and control costs of the contract, including subcontract costs?

Rating _____

Comment

3. Was the Contractor able to manage the overall performance of the contract? Include items such as, planning, scheduling, monitoring, billing and reporting.

Rating _____

Comment

V. CUSTOMER SATISFACTION

1. How would you rate the Contractor's ability to demonstrate a cooperative, business-like attitude and concern with the interests of your agency or company?

Rating _____

PAST PERFORMANCE QUESTIONNAIRE

Comment

2. Was the contractor ever given a cure notice, show cause notice, suspension of progress payments, letter of direction, or other written notification of unsatisfactory performance or progress?

Yes/No _____

Comment

3. Would you recommend the Contractor for another contract award?

Yes/No _____

Comment

VI. NARRATIVE SUMMARY

Please use the following space to add any other information not included above that you feel would be beneficial to the Federal Aviation Administration concerning award of this contract.

Comment

VII. CLIENT INFORMATION

The following information refers to the individual completing the questionnaire:

Name and Title *(Printed)*

Organization *(Agency or Company)*

Phone Number

Signature and Date

Thank you for your time and effort to help us evaluate the Contractor's Past Performance.

Please return the completed questionnaire to me via e-mail (eddie.wright@faa.gov) or fax on (404-305-5774).

PART IV - SECTION K

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

3.1-1 Clauses and Provisions Incorporated by reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.2.2.3-22 Period for Acceptance of Offer (July 2004)

3.2.2.3-23 Place of Performance (July 2004)

3.2.5-2 Independent Price Determination (October 1996)

3.6.2-6 Previous Contracts and Compliance Reports (April 1996)

3.6.2-8 Affirmative Action Compliance (April 1996)

3.6.3-1 Clean Air and Water Certification (April 2000)

3.1.7-6 Disclosure of Certain Employee Relationships (July 2009)

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

(1) The names of all Subject Individuals who:

- (i) participated in preparation of proposals for award; or
- (ii) are planned to be used during performance; or
- (iii) are used during performance; and

(2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:

- (i) the award; or
- (ii) their retention by the contractor; and

(3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and

(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.

(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted, must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

- (1) Termination of the contract.
- (2) Exclusion from subsequent FAA contracts.
- (3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.

(g) Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:

ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

☐ A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with subparagraph (b) of AMS Clause 3.1.7-6.

☐ No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

Authorized Representative

Company Name

Date

(End of clause)

3.2.2.3-2 Minimum Offer Acceptance Period (July 2004)

(a) 'Acceptance period,' as used in this provision, means the number of calendar days the FAA (we, us) has to award a contract from the date the SIR specifies for receiving offers.

(b) This provision supersedes any language about the acceptance period appearing elsewhere in this SIR.

(c) We require a minimum acceptance period of 60 calendar days.

(d) The offeror (you) may specify a longer acceptance period than the period shown in paragraph (c). To specify a longer period, fill in the blank: The offeror allows the following acceptance period: _____ calendar days.

(e) We may reject an offer allowing less than the FAA's minimum acceptance period.

(f) You agree to fulfill your offer completely if the FAA accepts your offer in writing within:

(1) The acceptance period stated in paragraph (c) of this provision; or

(2) Any longer acceptance period stated in paragraph (d) of this provision.

(End of provision)

3.2.2.3-10 Type of Business Organization (July 2004)

By checking the applicable box, the offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other _____ [specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in _____.

(country)

(End of provision)

3.2.2.3-15 Authorized Negotiators (July 2004)

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: _____

Title: _____

Phone number: _____

(End of provision)

3.2.2.3-70 Taxpayer Identification (July 2004)

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. _____.

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other Corporate entity

☐ Not a Corporate entity

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

3.2.2.7-7 Certification Regarding Responsibility Matters (February 2009)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR.

However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

3.2.5-2 Independent Price Determination (October 1996)

The offeror warrants that:

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other competitor relating to

(i) those prices,

(ii) the intention to submit an offer, or

(iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been knowingly disclosed by the contractor, directly or indirectly, to any other competitor before receipt of offers unless otherwise required by law; and

(3) No attempt has been made by the contractor to induce any other concern to submit or not to submit an offer for the purpose of restricting competition. (End of provision)

3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions (June 1999)

(a) Definitions.

(1) "The Act," as used in this clause, means section 1352, title 31, United States Code.

(2) "Agency," as used in this clause, means executive agency, within the meaning of 5 U.S.C. 101, 102, and 104(I), and any wholly owned Government corporation within the meaning of 31 U.S.C. 9101..

(3) "Covered Federal action," as used in this clause, means any of the following Federal actions:

(i) The awarding of any Federal contract.

(ii) The making of any Federal grant.

(iii) The making of any Federal loan.

(iv) The entering into of any cooperative agreement.

(v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(4) "Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

(5) "Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

(6) "Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

(7) "Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

(i) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.

(ii) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.

(iii) A special Government employee, as defined in section 202, title 18, United States Code.

(iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

(8) 'Person,' as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

(9) 'Reasonable compensation,' as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

(10) 'Reasonable payment,' as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

(11) 'Recipient,' as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

(12) 'Regularly employed,' as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract.

An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

(13) 'State,' as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal action) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the screening information request (SIR), the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this clause in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall disclose accordingly.

(4) This certification and disclosure is a prerequisite for making or entering into this contract imposed by the Act. Any person who makes a prohibited expenditure or fails to file or amend a disclosure form, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000, for each such failure.

(c) The prohibitions of the Act do not apply under the following conditions:

(1) Agency and legislative liaison by own employees.

(i) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(ii) For purposes of subdivision (c)(1)(i) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(iii) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(A) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(B) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(iv) The following agency and legislative liaison activities are permitted where they are prior to Screening Information Request (SIR) of any covered Federal action:

(A) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(B) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(C) Capability presentations by persons seeking awards from an agency pursuant to the provisions of a law authorizing such actions;

(v) Only those services expressly authorized by subdivision (c)(1)(i) of this clause are permitted under this clause.

(2) Professional and technical services.

(i) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of:

(A) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of submittal/offer or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(B) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any submittal/offer or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(ii) For purposes of subdivision (c)(2)(i) of this clause, 'professional and technical services' shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a submittal/offer by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's submittal/offer, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a submittal/offer are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(iii) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(iv) Only those services expressly authorized by subdivisions (c)(2)(i) and (ii) of this clause are permitted under this clause.

(v) The reporting requirements herein shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(d) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB Standard Form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (e)(1) of this clause. An event that materially affects the accuracy of the information reported includes:

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the certification, and if required, a disclosure form by any person who requests or receives any subcontractor exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor.

(e) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(f) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (b) of this clause or fails to file or amend the disclosure form to be filed or amended by paragraph (b) shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representations made by their subcontractors in the certification and in the disclosure form.

(g) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable.

Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)

3.3.1-35 Certification of Registration in Central Contractor Registration (CCR) (April 2006)

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____

Title: _____

Phone Number: _____

(End of provision)

3.6.2-5 Certification of Nonsegregated Facilities (February 2009)

(a) 'Segregated facilities,' as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the "Equal Opportunity" clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the "Equal Opportunity" clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the "Equal Opportunity" clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

(End of provision)

3.6.2-6 Previous Contracts and Compliance Reports (April 1996)

The offeror represents that--(a) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It ☐ has, ☐ has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

3.6.2-8 Affirmative Action Compliance (April 1996)

The offeror represents that (a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

3.6.2-38 Certification of Knowledge Regarding Child Labor End Products (July 2007)

(a) Definition.

"Forced or indentured child labor," as used in this clause, means all work or service:

- (i) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer itself voluntarily; or
- (ii) Performed by any person under the age of 18 pursuant to a contract, the enforcement of which can be accomplished by process or penalties.

(b) Listed End Products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis that the listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product Listed Countries of Origin

(c) Certification. The FAA will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or (c)(2) of this provision.

☐ (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

☐ (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product, and the offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture that end product.

(End of Clause)

3.13-4 Contractor Identification Number/ Data Universal Numbering System (DUNS) Number
(April 2006)

(a) Definitions. As used in this clause

"Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from CCR clause)

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer.

(b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror shall provide its DUNS or DUNS+4 number below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

DUNS OR DUNS+4 NUMBER: _____

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via The Internet at <http://www.dnb.com/>; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and ZIP Code.
- (iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

PART IV - SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

3.1-1 Clauses and Provisions Incorporated by reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.2.2.3-1 False Statements in Offers (July 2004)**
- 3.2.2.3-3 Affiliated Offers (July 2004)**
- 3.2.2.3-11 Unnecessarily Elaborate Submittals (July 2004)**
- 3.2.2.3-12 Amendments to Screening Information Requests (July 2004)**
- 3.2.2.3-13 Submission of Information/Documentation/Offer (July 2004)**
- 3.2.2.3-14 Late Submissions, Modifications, and Withdrawals of Submittals (July 2004)**
- 3.2.2.3-16 Restricting, Disclosing and Using Data (July 2004)**
- 3.2.2.3-17 Preparing Offers (July 2004)**
- 3.2.2.3-18 Prospective Offeror's Requests for Explanations (February 2009)**

3.2.2.3-19 Contract Award (July 2004)

(a) The FAA (we, us, our) will award a contract resulting from this SIR to the responsible offeror whose offer conforms to the SIR and will, as determined by the source selection official, be the best value to us, considering the technical quality, cost or price, and other SIR criteria.

(b) We may:

(1) Reject any offer if it is in our best interest to do so,

(2) Accept other than the lowest cost/price offer, and

(3) Waive minor irregularities in offers received.

(c) We will evaluate offers and award a contract on your initial offer, without communicating with you, or on subsequent offers after communicating with you. In evaluating the offers, we may communicate with any offeror, and may eliminate some firms, limiting offerors participating in the competition to only those most likely to receive a contract award. You should submit your best terms from a cost or price and technical standpoint in your initial offer..

(d) We may accept any item or group of items in an offer, unless you qualify the offer by specific limits. Unless otherwise provided in the SIR, you may submit offers for quantities less than those specified. We reserve the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless you specify otherwise in the offer.

(e) Our award of a contract or acceptance of an offer in writing within the time for acceptance specified in the offer creates a binding contract. Before the offer's specified expiration time, we may accept an offer (or part of an offer, as provided in paragraph (d)), whether or not we communicate with you, unless we get a written notice of withdrawal from you before contract award.

Communication between the parties after we receive your offer does not constitute a rejection or counteroffer by us.

(f) If the prices you propose are materially unbalanced between line items or subline items, we may determine that your offer is unacceptable. An offer is materially unbalanced when it is based on prices significantly less than cost for some work and greater than cost for other work. We may reject unbalanced offers if there is a reasonable doubt that the offer will result in the lowest overall cost to the FAA, even though it may be the low evaluated offer, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(g) We may disclose the following information in post-award debriefings to you:

- (1) The source selection official's decision;
- (2) Your evaluated standings relative to the successful offeror(s); and
- (3) A summary of your evaluation findings.

(End of provision)

3.2.2.3-20 Electronic Offers (July 2004)

(a) The offeror (you) may submit responses to this SIR by the following electronic means email. Your offer must arrive at the place and by the time specified in the SIR.

(b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions..

(c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.

(d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.

(e) Send your offer electronically to eddie.wright@faa.gov.

(f) If you chose to sent your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.

(End of provision)

3.2.4-1 Type of Contract (April 1996)

The FAA contemplates award of a Firm Fixed-Price contract resulting from this Screening Information Request.

(End of provision)

3.6.2-37 Notification of Employees' Rights Concerning Payment of Union Dues or Fees (October 2009)

1. During the term of this contract, the contractor agrees to post a notice in conspicuous places in and about its plants and offices, including all places where notices to employees are customarily posted. The notice must include the following information [except that the last two sentences must not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)].

NOTICE TO EMPLOYEES

Under federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment. If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address:

National Labor Relations Board
Division of Information
1099 14th Street, NW
Washington, D.C. 20570
1-866-667-6572
1-866-315-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at: www.nlr.gov.

2. The contractor will comply with all provisions of E.O. 13502 of February 6, 2009, and related rules, regulations, and orders of the Secretary of Labor.
3. In the event that the contractor does not comply with any of the requirements set forth in paragraphs (1) or (2) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in or adopted pursuant to E.O. 13502 of February 6 2009. Such other sanctions or remedies may be imposed as are provided in E.O. 13502 of February 6, 2009, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.
4. The contractor will include the provisions of paragraphs (1) through (4) herein in every subcontract or purchase order entered into in connection with this contract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to E.O. 13502 of February 6, 2009, so that such provisions will be binding upon each subcontractor or vendor.

The contractor will take such action with respect to any such subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance:

However, if the contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(End of Clause)

3.8.2-9 Site Visit (April 1996)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a dispute after contract award. To arrange for a site visit, please contact: Paul Greer @ 859-233-2406 to attend the Site Visit that is scheduled for 10:00 AM on July 14, 2010.

(End of provision)

3.9.1-3 Protest (November 2002)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

- (1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., S.W.,
Room 323,
Washington, DC 20591,

Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or

- (2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

(End of provision)

SO-L-1 NORTH AMERICAN INDUSTRIAL CLASSIFICATION STANDARDS (NAICS)

The NAICS code for this acquisition is 561720, Janitorial Services, and the small business size standard is \$15 million average annual receipts over the past 3 fiscal years.

(End of provision)

SO-L-2 REQUIRED DOCUMENTS

The contractor MUST return the following completed documents as part of its offer:

- a) **SF33, Solicitation, Offer, and Award**
- b) **SF 36, Continuation Sheet, Schedule of Bid Items**
- c) **Section K, Representations, Certifications, & Other Statements of Offerors**

d) Business Declaration**e) Past Performance Survey**

Arrange for at least three past customers to complete and submit directly to the Government customer surveys to be considered by the Government in evaluating your firm's past performance and customer satisfaction. To be considered in offer evaluations, completed customer surveys must be received by the Government no later than the closing date for submission of offers. See Attachment 4.

f) Work in Progress

A list of all current work in progress, including project names, contract award amounts, and customer point of contact names and phone numbers.

g) Available Resources

A written summary of resources (including financial, personnel with resumes, and equipment) your firm has available, and plans to commit, to service this contract, if awarded.

h) Financial information

Submit copies of financial statements, Dun & Bradstreet reports, or other data you choose, sufficient to enable the Government to evaluate

SO-L-3 TRANSMISSION OF OFFERS & MODIFICATIONS TO OFFERS

Offers and modifications to offers made in response to this solicitation may be transmitted by e-mail attachment in a .pdf, or similarly accessible, format. Offerors assume risks of e-mail transmission delays. All document submissions must be readable via Adobe Reader. Upon request of the Contracting Officer, hard copies of documents must be submitted. The e-mail address is eddie.wright@faa.gov

(End of provision)

SO-L-4 HANDCARRIED OFFERS

If a contractor plans to hand carry an offer to the designated receiving office, the Contracting Officer should be notified sufficiently in advance of the visit to allow time for the CO to notify security guards at the entrance to the facility. The contractor will need to furnish the names of the employees who will be visiting, and the expected date and time of arrival. Otherwise, entry may be delayed or prohibited.

(End of provision)

PART IV - SECTION M EVALUATION FACTORS FOR AWARD

3.1-1 Clauses and Provisions Incorporated by reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.2.4-31 Evaluation of Options (April 1996)

Except when it is determined not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(1) The Government intends to award a single contract resulting from this Screening Information Request (SIR) to the responsible offeror whose offer submitted in response to, and conforming with, this SIR is determined to represent the **BEST VALUE TO THE GOVERNMENT** considering price and other factors as listed below. Award will not be based on price alone.

(2) The Government may:

- (a) determine a contractor to be unacceptable without evaluation of other factors if the contractor demonstrates insufficient past experience performing work similar to this project as described below;
- (b) reject any or all offers if such action is in the public interest;
- (c) accept other than the lowest offer;
- (d) waive informalities and minor irregularities in offers received;
- (e) make award without written or oral discussion with offerors.
- (f) have discussions with any one offeror, all offerors, or without any discussion.

(3) In addition to price, award will be based on best value to FAA considering the following factors which are listed in relative order of importance:

a. Past Experience Performing Work Similar to this Project. Past experience performing similar work includes, but is not limited to: (1) work similar in dollar value; (2) work with a similar degree of complexity (Contracting Officer should discuss with requirements office and define what constitutes similar experience, and insert here as these are only examples.)

b. Key Personnel. The Supervisor and the Janitor are considered the key personnel.

c. Past Performance, Business Practices, & Customer Satisfaction.

Past performance includes, but is not limited to: (1) quality of work; (2) timeliness of completion; (3) effectiveness of management; (4) ability to work effectively with the owner; (5) labor and safety compliance, etc.

Business Practices include, but are not limited to, maintenance of good customer relations and motivation to perform well, cooperation in solving problems, responsiveness to administrative issues, submission of reasonable contract change proposals requesting price increases or proposing credits, timeliness of

payments to subcontractors and suppliers, and promptness, completeness, and accuracy of written submissions.

Customer Satisfaction is the degree to which customers have been satisfied with the contractor's overall performance. The government may consider any other verifiable outside information known or learned about the offeror, such as another office's experience with the offeror, or personal knowledge of the offeror's prior performance.

e. Ability to Meet the Contract Requirements in Terms of Other Commitments and Availability of Resources to Perform the Work.

f. Financial Condition. The offeror's general financial condition will be evaluated.

(End of provision)